

**AGREEMENT BETWEEN THE CITY OF SAN DIEGO
AND THE SAN DIEGO UNIFIED SCHOOL DISTRICT
FOR A JOINT USE FACILITY AT THE
FUTURE SITE OF THE LOGAN HEIGHTS BRANCH LIBRARY**

Recitals

The City of San Diego ("CITY") Public Library is applying for a California Reading and Literacy Improvement and Public Library Construction and Renovation Bond Act of 2000 (Proposition 14) grant to build a public library to be known as the LOGAN HEIGHTS BRANCH LIBRARY ("Logan Heights Library"); and

The San Diego Unified School District ("DISTRICT") owns property which is well suited to serve as a site for the Logan Heights Library and the DISTRICT also has a need for establishment of educational facilities; and

CITY and DISTRICT (collectively referred to in this Agreement as the "Parties") desire to cooperate in the establishment and use of a joint use facility at the future site of the Logan Heights Library to serve the needs of the CITY and the needs of the DISTRICT.

Based upon these recitals, the Parties agree that:

- 1 Joint Use Facilities.** The primary purpose of the joint library facility shall be to serve the educational and recreational needs of the students, faculty and general public using the facility. The special features of the library that will be shared with the DISTRICT shall be: a Homework Center, a Computer Resource Center and a "Centro Cultural," Mexican-American Cultural Center, as was determined by surveys, meetings and discussions with members of the Logan Heights community. CITY and DISTRICT shall work jointly to create a partnership to promote youth literacy through the operation of the Logan Heights Library.

- 1.1 Homework Center.** The Homework Center will be jointly designed and developed to feature the following:

- 1.1a A "Digital Reference Area" print and non-print reference and circulating materials to assist students, parents and teachers with completing school assignments.
 - 1.1b 12 computer stations with electronic resources.
 - 1.1c School textbook collection.

1.1d Homework Hotline telephone.

1.1e Teacher Resource collection, consisting of print and non-print reference and circulating materials on bulletin board ideas, teaching techniques, educational trends.

1.2 Computer Resource Center. The Computer Resource Center will be jointly designed and developed to feature the following:

1.2a 35 computers, all Internet connected with databases and resources designed for classroom teaching.

1.2b Developmentally appropriate software for K-12 students.

1.3 Centro Cultural. The Centro Cultural will be jointly designed and developed to feature the following:

1.3a A collection of 15,000 print and non-print materials in Spanish.

1.3b A space for displays, exhibits.

1.3c An area for programs from museums and from across the border that would provide enrichment and learning activities.

2. Location. The Logan Heights Library shall be located between the Memorial Charter Academy and the Logan Elementary School, on Logan Elementary School property at 2875 Ocean View Boulevard, San Diego, California.

3. DISTRICT Lease to CITY. The owner of the property on which the library is built is the DISTRICT. DISTRICT will lease the property to the City of San Diego pursuant to terms and conditions which are contained in a separate Lease Agreement where the Parties will acknowledge and incorporate the Education Code section 19999 and section 20440(e)(G) regulations which require the provision that direct public library service will be provided by the LOGAN HEIGHTS BRANCH LIBRARY for a minimum of 40 years. The Lease Agreement is hereby incorporated by reference into this Agreement. It is intended by the Parties for the Lease Agreement and this Agreement to be interpreted in a harmonious fashion. Any ambiguity or conflict in interpretation as between the two agreements shall be resolved by giving greater weight to the Agreement or the language in the respective agreement which addresses the issue with specificity.

4. **CITY to Design and Construct.** CITY shall be responsible for designing and constructing the joint use library facility. All engineering, architectural and all construction services associated with the project including all interior design specifications shall be the responsibility of the CITY. However, since this project will fall under the Field Act and its provisions, the DISTRICT will review the construction plans as necessary. In addition, the CITY will comply with any requirements regarding project review as required by the Field Act. The library shall include, but shall not be limited to, the following, all of which shall be at the sole expense of the CITY, unless otherwise provided elsewhere within this Agreement:
 - 4.1 **Building Size and Capacity.** A library of approximately 25,000 square feet with seating for 157 including a combination of study tables, carrels, lounges, suitable for use by children, young adults and adults, exclusive of meeting rooms, seminar rooms and Computer Resource Center.
 - 4.2 **Parking.** Sufficient parking to accommodate library users who are members of the general public, faculty, school administration and library staff.
 - 4.3 **Meeting Rooms.** Meeting rooms in various sizes to accommodate tutoring, classroom teaching and programs.
 - 4.4 **Computer Resource Center.** A Computer Resource Center for use by students that would also be made available to the general public.
 - 4.5 **Seminar Room.** A seminar room that will eventually be converted to an office for a DISTRICT Liaison, if one is assigned to the branch.
 - 4.6 **Miscellaneous Features.** Staff lounge (for both CITY and DISTRICT staff use), staff work areas (for both CITY and DISTRICT staff use), branch manager's office, restroom facilities for staff and public use, drinking fountains and public telephones. Appropriate paint, floor, wall and window coverings for all areas of the library facility. Intrusion alarm and fire alarm systems to ensure the safety and security of staff, public and facility. Public address system/intercom that is **capable of being used during library open hours to direct the public and staff in the event of an emergency. An area of the library to be used for the sale of used books, magazines and selected gift items by library volunteers. Appropriate interior and exterior signage to direct library users. Exterior landscaping, including the parking lot area.**
5. **Furnishings.** CITY shall provide at its sole expense movable furniture and appropriate library accessory items, including but not limited to: book shelves, desks, tables, chairs, and study carrels. CITY shall also provide interior signage for the identification of areas of the library, restrooms, meeting rooms, telephones

and shelf locations. All of the property provided by CITY pursuant to this section, some or all of which may be termed "movable furnishings" shall be considered CITY property.

6. **Equipment and Supplies.** CITY will acquire, maintain and repair the following:

- 6.1 **Copy machines** for public and staff use.
- 6.2 **Telephone system** to be used in the facility, including staff telephone line and "homework hotline" to be used exclusively by faculty who wish access to reference services. Telephone systems will be compatible with CITY equipment and include multi-line instruments with roll-over features.
- 6.3 **Materials theft detection system.**
- 6.4 **Bookdrop.**
- 6.5 **All computers**, including those for staff, circulation, online catalog access, and computer resource center. All computers will have Internet and word processing capability. Wireless technology will be available throughout the library facility.
- 6.6 **All office supplies** necessary for public library operations and DISTRICT'S use of the library as contemplated by this Agreement (e.g. library cards, registration forms, barcodes, etc.).
- 6.7 **Cash register.**
- 6.8 **Book carts.**
- 6.9 **Fax machines** for the staff and public.
- 6.10 **Video conferencing and multimedia equipment in the meeting room.** To the extent other equipment is determined to be necessary and appropriate, CITY will be responsible for acquisition, maintenance and repair of said equipment.
- 6.11 **The materials collections** of the joint use library facility will be broad and general in nature and to the greatest extent possible will be consistent with that of other San Diego Public Library branches, while maintaining special homework collections and other collections consistent with the "special uses" of this facility. Upon opening, the library will have approximately 80,000 volumes, 100 magazine subscriptions and the electronic databases available through the San Diego Public Library online catalog.

- 6.12 The library will use the automated circulation system currently under contract with San Diego Public Library.** This equipment shall be for the exclusive use of the library staff and maintained by the Library. Circulation, online catalog and computer resource center equipment shall be connected by phone lines to the CITY library's main computer giving library users access to all library materials available in the public library system. CITY shall provide the terminals and costs of related telecommunications and computer storage equipment. In addition to telephone service for staff and pay telephones for the public, a "homework hotline" telephone number will be set up for the exclusive use of faculty and students who wish reference service from their classroom or school library.
- 6.13 Print and non-print materials** for the facility will be selected in accordance with the San Diego Public Library collection development policy by the Branch Manager and Youth Services Librarian. In addition, the Youth Services Librarian shall meet regularly with the area school librarians regarding materials they feel are necessary to support and enhance the school curriculum. In the event that there is a disagreement over the content of certain materials, the CITY and DISTRICT representative shall meet to discuss the issue. Reconsideration of materials shall be in accordance with the San Diego Public Library's reconsideration policies and procedures. The San Diego Public Library shall have final selection authority over all materials and their retention or removal, but CITY must maintain educational and general use materials at the Logan Heights Library sufficient to satisfy the joint use purpose of this Agreement to DISTRICT's satisfaction. Materials for the "curriculum/textbook collection" will be purchased by the San Diego Unified School District Instructional Media Center and given to the Logan Heights Library. Texts will consist of all textbooks currently in use by students at schools in the Logan Heights service area. The collection will be "reference-only" and is designed to assist students who need access to a textbook after school, weekends or holidays.
- 6.14 Computer programs** will be selected in accordance with the San Diego Public Library collection development policy by the Youth Services Librarian and the School Media Teacher to ensure that software is developmentally appropriate for K-12 students. The Youth Services Librarian will meet regularly with area school librarians and other DISTRICT representatives to receive input and suggestions, and cooperate regarding software for the computer resource center and homework center that is recommended to support and enhance the school curriculum.

7. **Curriculum/Textbook Collection.** DISTRICT will provide the books materials and supplies for the curriculum/textbook collection as necessary to support the DISTRICT educational programs in the school service area. All books, materials, drawings, student work on computer disks and craft exhibits by students in the school service area shall remain under the control of and be the property of the DISTRICT, its teachers, parents and students.
8. **Operations.** The operation, maintenance and management of the library will be the sole responsibility of CITY, except as specified otherwise in this Section. CITY personnel, under the direction and supervision of the Library Branch Manager, shall be responsible for the day-to-day operations of the facility. The facility shall be operated in accordance with CITY of San Diego policies and procedures. The Library Director shall have final authority to determine issues concerning the operation of the facility. The on-site Branch Manager shall be responsible for initially responding to complaints from teachers or the general public pertaining to the operation of the facility. If the issue is unresolved, the Library Director or designee will respond and resolve the complaints. The principals at the area schools will be responsible for responding to and resolving complaints about students only during school visits in the library facility. The school principals will make all students and faculty aware of the public library policies and regulations, working with the library staff to present the information through presentations to students and parents and at faculty meetings. The Branch Manager and Youth Services Librarians shall be invited to attend faculty meetings, when appropriate, to discuss common issues and concerns and present information on new programs and services to both faculty and to students. The Parties shall consult on matters of mutual interest and concern. The Library Director, or designee, shall have final authority to make decisions concerning the operation of the Library Program. The District designee shall have final authority to make decisions regarding teacher and student involvement in library programs. Standards for the operation of the joint library facility shall be generally consistent with the standards established for the operation of other CITY of San Diego library facilities, including hours of operation, staff qualifications, materials selection guidelines and circulation policies, except as specifically set forth in this Section. CITY shall consult and cooperate with DISTRICT on operational policy and facilitate DISTRICT's joint use of the Logan Heights Library and to promote youth literacy through joint programs.
 - 8.1 **All sources of funding** to furnish, maintain, repair the facility, staff library operations and provide books and other library materials for students, faculty and the public will be the responsibility of the San Diego Public Library.
 - 8.2 **The library facility will be open** for use to students, faculty, administrators and members of the general public in accordance with current City library

policies and procedures. Students, teachers and other school personnel will be able to use the library one hour prior to opening. Priority will be given to teacher and their classes for the Computer Resource Center, Homework Center and Centro Cultural when school is in session.

- 8.3 Hours of operation** of the facility shall be consistent with those of an extended hours branch facility. Those hours shall be:

9:30am to 8:00pm	Monday through Thursday
9:30am to 5:30pm	Friday and Saturday
1:00pm to 5:00pm	Sunday

In addition, since staff is on site at 8:30am, students and faculty may visit the library for student orientations, classes or research.

- 8.4 Audio-visual equipment** in the library's meeting room shall be for the exclusive use of library staff, faculty and students and shall be used by members of the public only with permission by the Branch Manager.

- 8.5 Equipment for use in the Computer Resource Center** shall be made available to teachers and students as a priority before and during school. During the school day, all computers in the computer resource center will be filtered as is required by the San Diego Unified School District. Unfiltered terminals will be made available at the Logan Heights Library on the second floor Adult Reading Area. The public may also have access to the computer resource center, when children are not present. All computer center users must follow CITY library policies and procedures regarding computer and Internet use. These policies and procedures will be posted in the computer resource center.

- 8.6 Meeting rooms** shall be made available for tutoring, teaching and DISTRICT programs at such times and in such amount that will reasonably accommodate the DISTRICT's needs and fulfill the joint use purposes of this Agreement. Bookings may be made by DISTRICT through the regular booking procedures as established by the San Diego Public Library without any limitation on how far in advance the rooms are booked. Once booked, CITY shall not displace DISTRICT from the booked meeting room for any other Library Program or public use.

8.6a The Library shall book all rooms, with school programs, teacher meetings, workshops and conferences having priority over any other public use of the meeting rooms. Bookings may be made by school personnel through the "Homework Hotline" telephone line or through the regular booking procedures as established by the San

Diego Public Library without any limitation on how far in advance the rooms may be booked.

8.7 The Centro Cultural will be available for school classes and will be designed to highlight artwork and exhibits by either students or traveling exhibits from museums. The intent is to provide an environment that teaches children about their heritage and the history of the Barrio Logan community. All student art will remain the property of the students, their parents and the School District.

8.8 CITY will be responsible for the timely maintenance, repair and replacement of the equipment and machines that they have purchased. CITY shall also be responsible for maintaining the physical facility, including, but not limited to all heating, ventilation and air-conditioning equipment, plumbing, carpeting, interior and exterior painting, as applicable; built-ins, lounge appliances and parking lots. The CITY shall also be responsible for providing custodial services and maintenance of the materials theft detection system. Utilities costs for the facility shall also be the responsibility of the CITY, including costs of electricity, water, sewer and telephone service. CITY shall also be responsible for the maintenance, repair and replacement of computer terminals and printers, equipment maintenance (i.e. fax machines, copy machines, cash register, etc.); furniture (cleaning, reupholstering, replacement), shelving and all materials repair and mending.

8.9 The CITY will pay for all materials ordered for the branch library and will be responsible for replacement costs resulting in the loss of any textbooks from the curriculum/textbook library. All materials acquired shall be the property of the party responsible for their acquisition.

8.9a All materials acquired, with the exception of the curriculum/textbook library, shall be cataloged in accordance with San Diego Public Library cataloging rules and procedures. All items will be entered into the library's automated database and processed by library staff.

8.9b The Branch Youth Services Librarian will consult with the Library Media Teachers at schools in the service area on the reservation of materials so that resources in the library are available when needed by students and teachers. A "Homework Hotline" telephone line at the Logan Heights Library will be available for this service.

8.9c Each of the Parties shall own any and all personal property it either purchases or pays for pursuant to the terms of this Agreement. All such personal property shall be used in the performance of this Agreement. Upon expiration of the term of this Agreement or **upon**

termination as provided in this Agreement, each of the Parties shall be entitled to the exclusive possession and control of the personal property and may use or dispose of it as they see fit.

8.10 Budget and Finances. Estimated operating costs will be paid by the CITY as part of the San Diego Public Library's annual budget.

8.11 All property purchased for the use and operation of the library facility shall remain the property of the party that purchased it. Property purchased by the CITY shall be in accordance with CITY of San Diego Purchasing Department rules and procedures regarding the acquisition of supplies, equipment, furnishings, etc.

8.12 Modifications to the Agreement. This Agreement will be reviewed by the Library Director and Superintendent of Schools or their respective designees on a quarterly basis to determine whether any minor or non-material adjustments to operations or services are needed. The Parties agree that acknowledgement and incorporation of the Education Code section 19999 and section 20440(e)(G) regulations which require the provision that direct public library service will be provided by the MAIN LIBRARY for a minimum of 40 years and the provisions in the Agreement to provide these joint use library services for at least 20 years, consistent with Final (Codified) Title 5 Library Bond Act Regulations are major and material terms of this Agreement which cannot be modified by the process set forth in this paragraph. Should there be a need to modify the terms of this Agreement for minor or non-material terms, the party wishing to modify the Agreement will notify the other party involved. A meeting will be scheduled with the Library Director and the Superintendent of Schools or their designees within thirty (30) days of notification to review the modification(s) and determine the feasibility of any change. If consensus is reached and both Parties agree, this Agreement will be modified accordingly. It is understood and agreed by the Parties that any substantial or material changes to this Agreement may only be effectuated by a formal amendment to this Agreement approved by action of the City Council for the CITY and the Board for the DISTRICT. The CITY shall have the right to all fines and fees generated in operating the Logan Heights Library, or owning or leasing any coin-operated or pay-per-use equipment or machines within the facility. The library shall retain all revenue from any sale of materials in the on-site store.

8.13 Security.

a) CITY recognizes and acknowledges that CITY will be operating the Logan Heights Library on DISTRICT property and adjacent to two (2) functioning school sites. CITY also recognizes and acknowledges that this Agreement contemplates the Logan Heights Library as an integral part of

the adjacent school functions and that such circumstances require security measures sufficient to assure, as much as possible, the safety and security of DISTRICT students, personnel and parents.

b) CITY is solely responsible for the safety and security of the Logan Heights Library facility. CITY shall take all steps reasonable or necessary to provide a safe and secure facility and environment for DISTRICT students, personnel and parents, while DISTRICT is using the facility for DISTRICT educational programs.

c) While the library is under development and construction, CITY shall, in addition to all other reasonable or necessary precautions, provide an adequate safety and security barrier between the site and the adjacent school sites so as to prevent unauthorized ingress and egress to and from the library site and shall take all necessary precautions to protect DISTRICT students, personnel and parents from injury or harm relating to the project.

d) CITY recognizes and acknowledges that CITY is solely responsible for the safety and security of the Logan Heights Library facility. CITY shall take all steps reasonable or necessary to provide a safe and secure facility and environment for DISTRICT students, personnel and parents while DISTRICT is using the facility for DISTRICT educational programs. This provision is not intended to alter either party's duty of care, responsibility, rights, obligations or liability immunity as to any third person, but only to govern the relationship between CITY and DISTRICT. This section in no way abrogates the effect of Government Code section 814 et seq.

9. **Staffing.** Consistent with the branch Libraries Facilities Plan (1998), new branches are staffed at a minimum level of 6.70 FTE for a 48-hour operation. Since this facility will also be opened extended weekday hours and Sunday, an addition 2.85 FTE will be added to the minimum. This staffing includes the following classifications and will be provided by the CITY:

9.1 Librarian III: Branch Manager (1 FTE), who will be responsible for overall day-to-day operations of the facility, supervision and evaluation of staff, recruitment of volunteers, planning of programs, working with community groups, collection management of adult materials, provide reference and reader's advisory.

9.2 Librarian II: Youth Services Librarian (1 FTE), who will be responsible for all children's and young adult services, collection management of children's and young adult materials, programming for all children pre-school to young adult, working with faculty and school administration, provide reference and reader's advisory. The Youth Services Librarian will also act as the Assistant to the Branch Manager and is responsible for the

operations of the branch in the Manager's absence.

- 9.3 Librarian II: Reference Librarians (.33 FTE),** for extended and weekend hours, to provide reference and reader's advisory to library patrons.
 - 9.4 Library Assistants (2.13 FTE):** To provide reference and reader's advisory, back up support for librarians and library clerical staff, supervise Library Aides and volunteers.
 - 9.5 Library Clerks (2.76 FTE):** To provide all circulation services, processing of materials, issue library cards, collect fines and fees.
 - 9.6 Library Aides (2.33 FTE):** To shelve and put in order library materials, to back up Library Clerks at the circulation desk.
 - 9.7 School Media Teacher/District Liaison (1 FTE):** It is hoped that a DISTRICT liaison will be assigned to work with library staff to effectively work with classes, reference and research in the future.
 - 9.8 Interviewing and Selection of Staff:** Subject to CITY policies and procedures, the Parties will jointly interview and select qualified individuals to fill vacant Library positions. The Parties shall use their best efforts to insure that the persons selected for the Library have good interpersonal skills and work cooperatively with the School Principal, school personnel and school students. Any Library advertisements, job announcement, and job interviews specifically regarding the Logan Heights Library shall specifically state that these positions are at a library adjacent to schools and require a strong ability to work cooperatively with school personnel, students and their parents. All staff will be hired under the auspices of the CITY and are subject to CITY policies and regulations regarding personnel practices. The School District shall endeavor to assist in the recruitment of student volunteers and provide community service credit for volunteering in the library. The DISTRICT shall also encourage students to apply for Library Aide positions. Annual review of staffing levels will be conducted by the Branch Manager and school site representative to determine appropriate levels for the operation of the library, and to recommend the hiring of additional staff, where feasible. The Branch Library shall be responsible for the training, supervision and evaluation of all library staff and volunteers.
- 10. Effective Date and Term.** CITY and DISTRICT commit to providing joint use library services consistent with the intent of this cooperative Agreement for a period of not less than 20 years. The effective date of this Agreement shall be the date upon which an award of a grant is made to the CITY pursuant to the California Reading and Literacy Improvement and Public Library Construction

and Renovation Bond Act of 2000 (Proposition 14) to build a public library to be known as the LOGAN HEIGHTS BRANCH LIBRARY (Logan Heights Library). If such a grant is not awarded before June 20, 2004 this Agreement shall be null and void and automatically terminated.

10.1 It is the commitment of the City of San Diego Public Library and the San Diego Unified School District to provide these joint use library services for at least 20 years and consistent with the intent of the Library Bond Act Regulations (Title 5), January 4, 2002.

11. **Assignment.** CITY shall not assign this Agreement or any interest herein without the prior written consent of DISTRICT, which will not be unreasonably withheld. Any such assignment without such consent shall be void.
12. **Equal Opportunity Compliance.** DISTRICT agrees to monitor any and all contractors, subcontractors, independent contractors and employees for compliance with Equal Opportunity and non-discrimination requirements, as applicable, and to hold CITY harmless from any and all liability, claims, damages, or injuries to any person in connection with any acts or omissions rising there from.
13. **Compliance with Law.** CITY and DISTRICT shall comply, and shall secure compliance by persons within their control and authority, with all the requirements of state and federal authorities now in force, or which may hereafter be in force, pertaining to the Joint Use Facilities or the operations conducted thereon, and shall faithfully observe and secure observance of all state and federal statutes now in force or which may hereafter be in force, in the use of Joint Use Facilities by persons within their respective control and authority.
14. **Assigns.** Time is of the essence of each and all of the terms and provisions of this Agreement, and this Agreement shall inure to the benefit of and be binding upon the Parties hereto and any successors thereof as fully and to the same extent as though specifically mentioned in each instance, and all covenants, stipulations, and Agreements in the Agreement shall extend to and bind any successor(s) of the Parties.
15. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition, or any subsequent breach of the same or any other term, covenant, or condition of this Agreement.
16. **Notices.** Any communication relative to the terms or conditions or any changes thereto or any notice or notices provided for by this Agreement or by law required to be given or served upon the Parties may be personally served or served by certified letter deposited in the United States mail, postage prepaid, and addressed

to the Parties as follows:

DISTRICT: San Diego Unified School District, 4100 Normal Street, San Diego, California 92103-2682. Attention: Superintendent.

CITY: City Manager, City Administration Building, 202 C Street, San Diego, California 92101.

Any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the principals of the Parties so served upon personal services, or forty-eight (48) hours after mailing in the manner required herein. Either party may by like notice designate a different address where notices should be sent.

17. **Remedies.** In no event shall DISTRICT be entitled to any damages against CITY or CITY be entitled to any damages against DISTRICT for a breach of this Agreement. In the event that either party shall default in the performance or fulfillment of any covenant or condition herein required to be performed or fulfilled by that party and shall fail to cure default within one hundred twenty (120) days following the service on the defaulting party of a written notice from the second party specifying the default complained of, then the second party may, at its option, institute legal action to cure, correct or remedy any default or breach, to specifically enforce any covenants or agreements set forth in the Agreement or to enjoin any threatened or attempted violation of the Agreement, including suits for declaratory relief, specific performance, and relief in the nature of mandamus. The equitable remedies described above shall be the exclusive remedies available to the Parties to this Agreement. Legal actions shall be instituted in the Superior Court of the County of San Diego, State of California, or in the Federal District Court in the Southern District of California.
18. **Indemnity.** CITY agrees to defend, indemnify and save DISTRICT, its agents and employees harmless from any and all liability, claims, damages, or injuries to any person caused by the negligence or willful misconduct of CITY, its agents or employees in connection with the performance of this Agreement. DISTRICT agrees to defend, indemnify and save CITY, its agents, officers and employees harmless from any and all liability, claims, damages, or injuries to any person caused by the negligence or willful misconduct of DISTRICT, its agents or employees in connection with the performance of this Agreement and the use of the library by the faculty, students or school administration during school hours and arising directly out of DISTRICT activity on the Logan Heights Branch Library premises. This provision is not intended to alter either party's duty of care, responsibility, rights, obligations or liability immunity as to any third person, but only to govern the relationship between CITY and DISTRICT. This section in no way abrogates the effect of Government Code section 814 et seq.

19. **Legal Proceedings.** The Parties agree that the law of the State of California shall be used in interpreting this Agreement and will govern all disputes and determine all rights under this Agreement.
20. **Verbal Agreements.** This Agreement contains the complete expression of the whole Agreement between the Parties hereto and there are no promises, representations, Agreements, warranties, or inducements either expressed verbally or implied except as are fully set forth herein. This Agreement cannot be enlarged, modified, or changed in any respect except by written Agreement between the Parties.
21. **Severance.** If any part of this Agreement is found by a court of competent jurisdiction to be void or voidable, that portion which is so held to be defective shall be severed from the remainder hereof, the latter to remain in full force and effect.
22. **Nondiscrimination.** DISTRICT, CITY, and all others who are within their respective control and who from time to time may use the property and recreational facilities described herein with the permission and on the terms and conditions specified by both Parties shall not discriminate in any manner against any person or persons on account of race, color, sex, creed, or national origin including, but not limited to, the providing of goods, services, facilities, advantages, and the holding and obtaining of employment.
23. **CITY Approval.** With exception of substantial or material amendments to this Agreement as described in Paragraph 8.12, whenever an act or approval is required by CITY pursuant to the terms of this Agreement, CITY shall mean, the CITY Manager or his/her duly designated representative.

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IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego acting by and through its City Manager pursuant to Ordinance No. _____ authorizing such execution, and by the San Diego Unified School District of San Diego County, California, acting by and through its Superintendent pursuant to a Resolution of its Board of Education.

THE CITY OF SAN DIEGO,
A Municipal Corporation
San Diego County, California

SAN DIEGO UNIFIED
SCHOOL DISTRICT
a political subdivision of
The State of California

By:

By:

Title:

Title:

Date:

Date:

APPROVED AS TO FORM AND LEGALITY BY
CASEY GWINN, CITY ATTORNEY

By:

Title:

Deputy City Attorney